UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Henry Negron, Harrison Osondu Iheke, Andres Morales, and Oleg Borukhov, Plaintiffs, -v- Chauffeured Executive Transportation LLC, and Benjamin Osiashvili, and Tom Osiashvili, Defendants.	**Civ. Action #:** **Complaint** **Date Filed:** **Jury Trial Demanded**

Plaintiffs Henry Negron ("Negron"), Harrison Osondu Iheke ("Osondu Iheke"), Andres Morales ("Morales") and Oleg Borukhov ("Borukhov"), by Abdul Hassan Law Group, PLLC, their attorneys, complaining of defendants Chauffeured Executive Transportation LLC, Benjamin Osiashvili, and Tom Osiashvili ("Defendants"), respectfully allege as follows:

NATURE OF THE ACTION

1. Plaintiffs allege that they have been employed by defendants, individually and/or jointly, and pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216 (b), that they are: (i): entitled to unpaid wages from defendants for working more than forty hours in a week and not being paid an overtime rate of at least 1.5 times the regular rate for all such hours over forty in a week, and (ii) entitled to maximum liquidated damages and attorneys' fees pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. including 29 U.S.C § 216(b).

2. Plaintiffs complain, that they are: (i) entitled to unpaid overtime wages from Defendants for working more than forty hours in a week and not being paid an overtime rate of at least 1.5 times the regular rate for all such hours over forty in a week, and (ii) entitled to costs and attorney's fees, pursuant to the New York Minimum Wage Act ("NYMWA"), N.Y. Lab. Law §§ 650 et seq., ("NYLL") including NYLL § 663, and the regulation there under - 12 NYCRR § 142-2.2.

3. Plaintiffs are also entitled to recover their unpaid wages, including unpaid gratuities, and unlawful wage deductions, under Article 6 of the New York Labor Law including sections 191, 193, 196, compensation for not receiving notices and statements required by 195, under Article 6 of the New York Labor Law and is also entitled to maximum liquidated damages, including liquidated damages and/or interest on overtime wages paid later than weekly, and attorneys' fees pursuant to Section 198 of the New York Labor Law.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337, and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiffs' claims under the Fair Labor Standards Act pursuant to 29 U.S.C. § 216 (b).

5. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) and/or 29 U.S.C. § 216 (b).

6. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

7. Plaintiff Henry Negron ("Negron") is a resident of Bronx County in the State of New York.

8. Plaintiff Harrison Osondu Iheke ("Osondu Iheke") is a resident of Essex County in the State of New Jersey.

9. Plaintiff Andres Morales ("Morales") is a resident of Queens County in the State of New York.

10. Plaintiff Oleg Borukhov ("Borukhov") is a resident of Kings County in the State of New York.

11. Upon information and belief and at all times relevant herein, defendant Chauffeured

Executive Transportation LLC, ("defendant" or "CET") was a for-profit limited liability company.

12. Upon information and belief and at all times relevant herein, defendant CET was organized and existing under the laws of the State of New York and duly authorized to do business in New York.

13. Upon information and belief and at all times relevant herein, the corporate defendant CET was owned/controlled/managed by defendants Benjamin Osiashvili and Tom Osiashvili, who were in charge of the operations and management of Chauffeured Executive Transportation LLC.

14. Upon information and belief and at all times relevant herein, the corporate defendant CET was owned/controlled/managed by defendants Benjamin Osiashvili and Tom Osiashvili and were their alter ego, and defendants Benjamin Osiashvili and Tom Osiashvili also controlled the employment of plaintiffs and were responsible for hiring, firing, scheduling, controlling, managing, supervising, and record-keeping as to plaintiffs' employment, among other employment functions.

15. Upon information and belief, defendants Chauffeured Executive Transportation LLC, Benjamin Osiashvili, and Tom Osiashvili shared a place of business within the State of New York at 117-12 Myrtle Ave, Richmond Hill, NY 11418, where plaintiffs were employed.

16. At all times relevant herein, plaintiffs were hired and fired by defendants and their employment was supervised, scheduled, controlled and managed by defendants who also tracked, recorded and paid plaintiff wages for their hours of work. During this period of employment, defendants also provided plaintiffs with vehicles and supplies to do their jobs.

17. At all times relevant herein, plaintiffs were employed individually and/or jointly by defendants.

STATEMENT OF FACTS

18. Upon information and belief, and at all times relevant herein defendants, individually and/or jointly, are in the business of providing transportation services to customers in the New York City and Tri-state area. Defendants mainly provide limousine services to its clients.

19. Upon information and belief and at all times relevant herein, Defendants, individually and/or jointly, employed approximately over 40 employees including drivers like plaintiffs.

Plaintiff Henry Negron

20. Plaintiff Henry Negron was employed by Defendants, individually and/or jointly, for about six months ending around July 2014.

21. At all times relevant herein, plaintiff Negron was employed by Defendants as a limousine driver/ chauffeur- plaintiff Negron performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

22. During the period of plaintiff Negron's employment with defendants, plaintiff Negron worked about hours each week for defendants and sometimes more – 11-12 hrs/ day, 6-7 days a week. For example, for the pay period ending April 13, 2014, plaintiff Negron worked 103 hours and was paid at a regular rate of $10 an hour for each of these 103 hours. Likewise, for the pay period ending March 2, 2014, plaintiff worked 100 hours and was paid at a regular rate of $10 an hour for each of these 100 hours.

23. A more precise statement of the hours and wages will be made when plaintiff obtains the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

24. At all times relevant herein, plaintiff Henry Negron was an hourly employee of defendants and was paid at a rate of $10 an hour.

Plaintiff Harrison Osondu Iheke

25. Plaintiff Harrison Osondu Iheke was employed by Defendants, individually and/or jointly,

from in or around November 2013 to around late June 2014.

26. At all times relevant herein, plaintiff Osondu Iheke was employed by Defendants as a limousine driver/ chauffeur- plaintiff Osondu Iheke performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

27. During the period of plaintiff Osondu Iheke's employment with defendants, plaintiff Osondu Iheke worked about 66-72 hours each week for defendants and sometimes more – 11-12 hrs/ day, 6-7 days a week. For example, for the pay period ending December 22, 2013, plaintiff Osondu Iheke worked 119.5 hours and was paid at a rate of $10 per hour for each of these 119.5 hours. Likewise, for the pay period ending December 8, 2013, plaintiff Osondu Iheke worked 152.25 hours and was paid at a rate of $10 per hour for each of these 152.25 hours.

28. A more precise statement of the hours and wages will be made when plaintiff obtains the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

29. At all times relevant herein, plaintiff Harrison Osondu Iheke was an hourly employee of defendants and was paid at a rate of $10 an hour.

Plaintiff Andres Morales

30. Plaintiff Andres Morales was employed by Defendants, individually and/or jointly, from in or around November 3, 2013 to on or about November 25, 2013 then from in or around April 2014 to in or around September 2014.

31. At all times relevant herein, plaintiff Andres Morales was employed by Defendants as a limousine driver/ chauffeur- plaintiff Morales performed the manual and physical work of driving and opening and closing doors and handling baggage throughout the workday.

32. During the period of plaintiff Morales' employment with defendants, plaintiff Morales

worked about 60-70 hours each week for defendants and sometimes more – 14-16 hrs/ day, 5-6 days a week. For example, for the pay period ending August 3, 2014, plaintiff Morales worked 109.5 hours and was paid at a rate of $10 per hour for each of these 109.5 hours. Likewise, for the pay period ending July 6, 2014, plaintiff worked 119 hours and was paid at a rate of $10 per hour for each of these 119 hours.

33. A more precise statement of the hours and wages will be made when plaintiff Morales obtains the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

34. At all times relevant herein, plaintiff Andres Morales was an hourly employee of defendants and was paid at a rate of $10 an hour.

Plaintiff Oleg Borukhov

35. Plaintiff Oleg Borukhov was employed by Defendants, individually and/or jointly, from in or around April 20, 2014 to on or about April 10, 2015.

36. At all times relevant herein, plaintiff was employed by Defendants as a dispatcher- plaintiff Borukhov performed the manual and physical work of escorting customers to defendants' limousines, lifting and transporting customers' luggage to the vehicles and opening and closing doors throughout the workday.

37. During the period of plaintiff Borukhov's employment with defendants, plaintiff Borukhov worked about 50-60 hours each week for defendants and sometimes more – 8-16 hrs/ day, 3-6 days a week.

38. At all times relevant herein, plaintiff Borukhov was paid at his straight regular rate for all hours worked including his overtime hours and defendants listed plaintiff's straight pay for his overtime hours as "Bonus" on his pay stubs. For example, for the bi-weekly pay period ending April 3, 2015, plaintiff worked a total of 105 hours and was paid at his straight regular rate of $10 an hour for each and all the 25 hours of overtime worked in this example

and such straight pay was reflected as "Bonus" on his pay stub.

39. A more precise statement of the hours and wages will be made when plaintiff Borukhov obtains the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

40. At all times relevant herein, plaintiff Oleg Borukhov was an hourly employee of defendants and was paid at a rate of $9-$10 an hour, at separate times during his employment with defendants.

41. At all times relevant herein and for the time plaintiffs were employed by defendants, defendants failed and willfully failed to pay plaintiffs an overtime rate of at least 1.5 times their regular rate of pay for all hours worked in excess of forty hours in a week.

42. At all times relevant herein, defendants paid plaintiffs herein, their regular hourly rate for all hours of work including their overtime hours (over 40 hours a week).

43. A more precise statement of the hours and wages of plaintiffs will be made when plaintiffs obtain the wage, time and employment records defendants were required to keep under the FLSA (29 USC 211 and 29 CFR 516) and NYLL (NYLL 195 and 12 NYCRR 142-2.6). Accurate copies of plaintiffs' wage and time records that defendants were required to keep are incorporated herein by reference.

44. At all times relevant herein and pursuant to their wage agreement with defendants, plaintiffs Harrison Osondu Iheke, Henry Negron and Andres Morales were entitled to receive from defendants, a fifteen percent (15%) gratuity that was charged to customers - fifteen percent of the price of the fare for the ride.

45. As per their wage agreement with defendants, plaintiffs Harrison Osondu Iheke, Henry Negron, and Andres Morales were entitled to 15% gratuity from defendants but defendants breached the wage agreement by failing to pay plaintiffs the 15 % gratuity for most or all

weeks during their employment with defendants.

46. At all times relevant herein, defendants had recurring contracts with business clients such as Affinia Manhattan Hotel and The Marriott Hotel etc. Pursuant to these contracts, defendants provided recurring and ongoing transportation services to these businesses using employees like plaintiffs.

47. At all times relevant herein, plaintiffs Henry Negron, Harrison Osondu Iheke, and Andres Morales worked pre-arranged trips where they would be told the pick-up and drop-off locations and the names of the passengers –plaintiffs and other drivers of defendants were not allowed to pick up passengers on the street who did not first place an order through defendants' offices for a pre-arranged trip.

48. At all relevant times herein, defendants had a policy of deducting from the wages of its drivers like plaintiffs Negron, Osondu Iheke, and Morales, the cost of parking and traffic tickets, costs of damages and looses incurred while performing the driving assignments for defendants and such deductions were made from the wages of plaintiffs. For Example, defendants deducted the costs of parking ticket in the amount of $135 from the wages of plaintiff Negron.

49. At all times relevant herein, defendants did not provide plaintiffs with the notice(s) required by NYLL 195(1).

50. At all times relevant herein, defendants did not provide plaintiffs with the statement(s) required by NYLL 195(3).

51. At all relevant times herein and for the time Plaintiffs were employed by Defendants, they worked more than forty (40) hours in a week for some or all weeks.

52. At all times relevant herein and for the time Plaintiffs were employed by Defendants, Defendants failed and willfully failed to pay Plaintiffs an overtime rate of at least 1.5 times their regular rate of pay for all hours worked in excess of forty hours in a week for each week in which such overtime was worked.

53. Upon information and belief and at all times relevant herein, defendants, individually and/or jointly, had annual revenues from their operations of more than five hundred thousand dollars.

54. All times applicable or relevant herein refers to the period that plaintiffs performed worked for defendants, individually and/or jointly.

55. Upon information and belief and at all times applicable herein, Defendants did not display the required FLSA and NYLL posters of employee wage rights as was required by the FSLA and NYLL and the regulations thereunder.

56. The relevant and applicable times will be refined as is necessary, including after discovery if necessary.

57. The "·present" or the "present time" as used in this complaint refers to the date this complaint was signed.

AS AND FOR A FIRST CAUSE OF ACTION

FAIR LABOR STANDARDS ACT - 29 U.S.C 201 et Seq.

58. Plaintiffs allege and incorporate by reference the allegations in paragraphs 1 through 57 above as if set forth fully and at length herein.

59. At all times relevant to this action, Plaintiffs were employed by defendants, individually and/or jointly, within the meaning of the FLSA - 29 U.S.C 201 et Seq.

60. Upon information and belief, and at all times relevant to this action, Plaintiffs were engaged in commerce and/or in the production of goods for commerce and/or Defendants constituted an enterprise(s) engaged in commerce within the meaning of the FLSA including 29 U.S.C. § 207(a).

61. Upon information and belief and at all times relevant herein, Defendants transacted commerce and business in excess of $500,000.00 annually or had revenues and/or expenditures in excess of $500,000.00 annually.

62. At all times relevant herein, defendants failed and willfully failed to pay plaintiffs overtime compensation at rates of at least 1.5 times their regular rate of pay for each and all hours worked in excess of forty hours in a work week, in violation of 29 U.S.C. § 207.

Relief Demanded

63. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, their unpaid overtime compensation, maximum liquidated damages, attorneys' fees, and costs of the action, pursuant to 29 U.S.C. § 216(b).

AS AND FOR A SECOND CAUSE OF ACTION

NYLL 650 et Seq. and 12 NYCRR 142-2.2 (Unpaid Overtime)

64. Plaintiffs allege and incorporate by reference the allegations in paragraphs 1 through 62 above as if set forth fully and at length herein.

65. At all times relevant to this action, Plaintiffs were employed by Defendants, individually and/or jointly, within the meaning of the New York Labor Law, §§ 2 and 651 and the regulations thereunder including 12 NYCRR § 142.

66. At all times relevant herein, Defendants, individually and/or jointly, failed to pay and willfully failed to pay Plaintiffs overtime compensation at rates not less than 1.5 times their regular rate of pay for each and all hours worked in excess of forty hours in a work week, in violation of the New York Minimum Wage Act and its implementing regulations. N.Y. Lab. Law §§ 650 et seq.; 12 NYCRR § 142-2.2.

Relief Demanded

67. Due to Defendants' NYLL overtime violations, Plaintiffs, and all those similarly situated, are entitled to recover from Defendants, their unpaid overtime compensation, maximum liquidated damages, prejudgment interest, attorney's fees, and costs of the action, pursuant to

NYLL § 663.

AS AND FOR A THIRD CAUSE OF ACTION

(NYLL § 190, 191, 193, 195, 196 and 198)

68. Plaintiffs allege, and incorporate each and every allegation contained in paragraphs 1 through 67 above with the same force and effect as if fully set forth at length herein.

69. At all times relevant to this action, plaintiffs were employed by defendants, individually and/or jointly, within the meaning of the New York Labor law, §§ 190 et seq., including §§ 191, 193, 195, 196 and 198 and the applicable regulations thereunder.

70. At all times relevant to this action, plaintiffs were employed by defendants, individually and/or jointly, as manual workers, laborers or workingmen, within the meaning of the New York Labor Law § 190 et seq. including §§ 191, 193, 196, 198.

71. At all relevant times herein, defendants violated and willfully violated plaintiffs' rights under NY Labor Law § 190 et seq. including NY Labor Law §§ 191, 193, 196 and 198 by failing to pay plaintiffs their wages, including their non-overtime and overtime wages, (FLSA and NYMWA), their gratuities as set forth above, and reimbursement for wage deductions such as for traffic tickets, as required under NY Labor Law § 190 et seq.

72. At all times relevant herein, defendants failed and willfully failed to pay plaintiffs, all their wages, including their overtime and non-overtime wages on a weekly basis as required for manual workers like plaintiffs, in violation of N.Y. Lab. Law §§ 191, 198.

73. At all times relevant herein, defendants failed and willfully failed to provide plaintiffs, with the notice(s) required by NYLL 195(1) – plaintiffs are therefore entitled to and seek to recover in this action the maximum recovery for this violation, plus attorneys' fees and costs pursuant to NYLL 198 including NYLL 198(1-b), as well as an injunction directing defendants to comply with NYLL 195(1).

74. At all times relevant herein, defendants failed and willfully failed to provide plaintiffs with the statement(s) required by NYLL 195(3) – plaintiffs are therefore entitled to and seek to

recover in this action the maximum recovery for this violation, plus attorneys' fees and costs pursuant to NYLL 198 including NYLL 198(1-d), as well as an injunction directing defendants to comply with NYLL 195(1).

Relief Demanded

75. Due to defendants' New York Labor Law Article 6 violations including violation of sections 191, 193, 196 and 198, plaintiffs are entitled to recover from defendants, their entire unpaid wages, including their unpaid non-overtime and overtime wages, gratuities as set forth above, reimbursement for wage deductions, maximum liquidated damages, including liquidated damages on wages paid later than weekly, prejudgment interest, maximum recovery for violations of NYLL 195(1) and NYLL 195(3), reasonable attorneys' fees, and costs of the action, pursuant to N.Y. Labor Law § 190 et seq. including § 198.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

76. Declare Defendants, individually and/or jointly (including their overtime and wage payment policy and practice as well as their wage deduction policy and practice), to be in violation of the rights of Plaintiffs under the FLSA and New York Labor Law - 12 NYCRR § 142, and Article 6 of the NYLL, including NYLL §§ 191, 193, 196 and 198.

77. As to the **First Cause of Action,** award Plaintiffs their unpaid overtime compensation due under the FLSA, together with maximum liquidated damages, costs and attorneys' fees pursuant to 29 USC § 216(b);

78. As to the **Second Cause of Action,** award Plaintiffs their unpaid overtime compensation due under the New York Minimum Wage Act and the regulations thereunder including 12 NYCRR § 142-2.2, together with maximum liquidated damages, prejudgment interest, costs and attorney's fees pursuant to NYLL § 663;

79. As to the **Third Cause of Action**, award plaintiffs their entire unpaid wages, including their unpaid non-overtime and overtime wages, unpaid gratuities as set forth above, reimbursement for wage deductions, maximum liquidated damages, including liquidated

damages on all non-overtime and overtime wages paid later than weekly, prejudgment interest, maximum recovery for violations of NYLL 195(1) and NYLL 195(3), reasonable attorneys' fees, and costs of the action, pursuant to N.Y. Labor Law § 190 et seq. including § 198, and issue an injunction directing defendants to comply with NYLL 195(1) and NYLL 195(3).

80. Award Plaintiffs, any relief requested or stated in the preceding paragraphs but which has not been requested in the WHEREFORE clause or "PRAYER FOR RELIEF", in addition to the relief requested in the wherefore clause/prayer for relief;

81. Award Plaintiffs further and different relief as the Court deems just and proper.

Dated: Queens Village, New York
April 18, 2015

Respectfully submitted,

Abdul Hassan Law Group, PLLC

/s/ Abdul Hassan_____________
By: Abdul K. Hassan, Esq. (AH6510)
215-28 Hillside Avenue
Queens Village, NY 11427
Tel: 718-740-1000
Fax: 718-740-2000
Email: abdul@abdulhassan.com
Counsel for Plaintiffs